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STATE OF NEVADA  
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **04/25/2008 - 05/02/2008**, for exact publication dates please see last line of Proof of Publication below.

Signed: *Shauna Morris*

**MAY 2 2008**

Subscribed and sworn to before me  
LINDA ANDERSON  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 00-5430-2 - Expires January 15, 2012

*Linda Anderson*

**Proof of Publication**

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1365 NOTICE IS HEREBY GIVEN THAT: Bill No. 1539, Ordinance No.1365 entitled: An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No.DA08-004 for Tentative Subdivision Map Case No. TM03-006 for Eagle Canyon IV, as previously approved by the Washoe County Planning Commission, the purpose of the Agreement being to extend Map approval until May 20, 2009 with a possible second extension until May 20, 2010. (Bill No. 1539) PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the County Clerk of Washoe County, at her office in the County Courthouse in Reno, Nevada, 75 Court Street, Reno, Washoe County, Nevada; and can be found on the County Clerk's website, [www.washoecounty.us/clerks](http://www.washoecounty.us/clerks). Such Ordinance was proposed on April 08, 2008 and passed and adopted at a regular meeting of the Washoe County Board of County Commissioners on April 22, 2008, by the following vote of the Board of County Commissioners: Those Voting Aye: Jim Galloway, Robert M. Larkin, David Humke, Kitty Jung, Bonnie Weber, Those Voting Nay: None Those Absent: None This ordinance shall be in full force and effect from and after May 2, 2008, i.e., the date of the second publication of such

✓  
1365

ordinance by its title only. IN WITNESS WHEREOF, The Board of County Commissioners of Washoe County, Nevada, has caused this ordinance to be published by title only. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 551744 - Apr. 25, 2008

SUMMARY: An ordinance approving Development Agreement Case No. DA08-004 which will extend the approval of Tentative Subdivision Map Case No. TM03-006 for Eagle Canyon IV, as previously approved by the Planning Commission.

BILL NO. 1539

ORDINANCE NO. 1365

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-004 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM03-006 FOR EAGLE CANYON IV, AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL MAY 20, 2009 WITH A POSSIBLE SECOND EXTENSION UNTIL MAY 20, 2010.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1.

The Development Agreement for Tentative Subdivision Map Case No. TM03-006 for Eagle Canyon IV is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 19th day of April, 2008.

Proposed by Commissioner Humke.

Passed on the 22nd day of April, 2008.

Vote:

Ayes: Larkin, Weber, Humke, Galloway, Jung

Nays: none

Absent: none

Robert M. Larkin, Chairman  
Washoe County Commission

ATTEST:

  
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 2nd day of April, 2008.



## AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **MS RIALTO EAGLE CANYON NORTH NV, LLC**, a Delaware limited liability company, and **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (collectively "Landowner"); and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

### 1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 532-120-01, 532-020-13, 532-020-12 and 532-020-09 in Spanish Springs Valley (the "Property") as more particularly described in Exhibit "A", attached hereto, which is subject to County's Spanish Springs Area Plan ("SSAP").

1.2 Tentative Map. The Property has a County land use designation of Medium Density Suburban ("MDS"), which allows a density of three single family dwellings per acre. On June 5, 2003, County issued its Action Order approving a tentative map application of Landowner for the Property (and other land) known as Tentative Subdivision Map Case File No. TM 03-006 (Eagle Canyon IV Subdivision) (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Previous Final Maps. On May 24, 2005, Landowner recorded its first final map for Unit 1 (Tract Map No. 4485, Document No. 3218680). On May 11, 2006, Landowner recorded its second final map for Unit 2 (Tract Map No. 4647, Document No. 3386313). Unit 1 consisted of 121 lots on 54.51 acres. Unit 2 consisted of 33 lots on 11.16 acres. There are therefore 373 lots in the Property which remain subject to the Tentative Map.

1.4 Next Final Map Requirement. County approved a one (1) year extension to record the third final map. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its next final map (the "Final Map") to be recorded prior to the expiration of one (1) year extension, which is May 20, 2008.

1.5 Circumstances Requiring an Extension of Time to File Final Map. Under the provisions of the SSAP, the County is required to consider periodic updates. County anticipates initiating an update process (the "Update") in 2008. The Update may result in changes in land uses or other development policies on certain properties within the SSAP, which may affect the Property. Landowner would prefer to allow the Update to the SSAP to occur prior to recording the Final Map, in order to avoid committing all or part of the Property to MDS development under the Tentative Map until any changes in land use or development policies pursuant to the Update are known. County also believes it would be in the public's best interest to delay commencement of MDS development under the Final Map on the Property until after the Update is completed, because changes resulting from the Update may impact said development, or may require a new tentative map or other discretionary approval to be submitted. Those extraordinary and unforeseeable

circumstances require that an extension of time be granted to Landowner to file the Final Map (including without limitation a final map related to a minimum of five lots).

## **2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.**

2.1 Compliance With NRS 278.0201 and Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following elements are described:

A. the land which is subject to this Agreement is the Property;

B. the duration of this Agreement commences upon execution hereof by the last party and expires on May 20, 2009, unless extended pursuant to the provisions of Subsection 2.4 below; and

C. the permitted uses on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the Property for public use, are as provided in the Tentative Map and the Code.

2.2 Public Improvements. Terms and conditions relating to construction and financing of necessary improvements and facilities, including participation in special assessment district proceedings, if necessary, are contained in the Tentative Map.

2.3 Extension Of Time To Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner record the Final Map shall be extended for one (1) year, from May 20, 2008 to May 20, 2009.

2.4 Further Extension. Landowner acknowledges that a development agreement, a stated purpose of which is to extend the time for recording a final subdivision map, may be used only once with respect to the Tentative Map. Notwithstanding Paragraph 2.3 above, upon sixty (60) days written request from Landowner, the Director of the Department of Community Development of Washoe County may, in his sole discretion, grant an additional one (1) year extension of time to file the Final Map, from May 20, 2009, to May 20, 2010. Landowner knowingly and voluntarily waives any right it may have to extend any deadline to record any other map under the Tentative Map by a development agreement.

2.5 Code Changes. The parties agree that changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit.

2.6 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with Section 110.814.25 of the Code



2.7 Assumption of Risk. Landowner acknowledges and agrees that Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from County, other than as expressly set forth herein.

### 3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

3.5 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.6 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.7 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.8 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.9 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

3.10 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

3.11 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.12. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

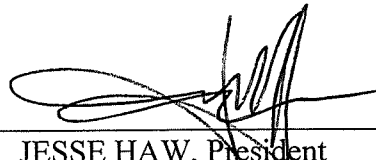
[Signature page to Development Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

**LANDOWNER:**

**SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP, a Nevada  
limited partnership**


By: Hawco Development Company,  
a Nevada corporation, General Partner

By:   
\_\_\_\_\_  
JESSE HAW, President

Date: 3/8-08

**COUNTY:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, by its  
BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By:   
\_\_\_\_\_  
ROBERT LARKIN, Chairman

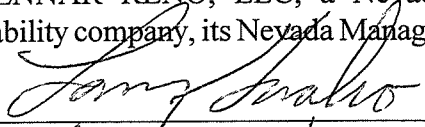
Date: 4/23/08

**MS RIALTO EAGLE CANYON NORTH  
NV, LLC, a Delaware limited liability  
company**

By: MS RIALTO RESIDENTIAL  
HOLDINGS, LLC, a Delaware limited  
liability company, its member

By: MSR HOLDING COMPANY, LLC, a  
Delaware limited liability company, its  
member

By: LENNAR RENO, LLC, a Nevada  
limited liability company, its Nevada Manager

By:   
\_\_\_\_\_

Name: Larry Guatlo

Title: VP

**ATTEST:**

  
\_\_\_\_\_  
AMY HARVEY, County Clerk

Ord. 1265  
3/6/08



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of PLACER }

On 3-17-08 before me, JUDEE SMYERS, NOTARY  
Date Here Insert Name and Title of the Officer

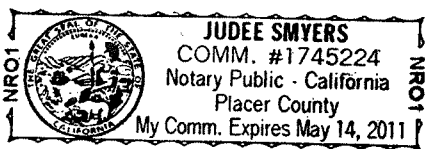
personally appeared LARRY GUALCO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Judee Smyers  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

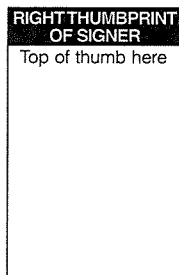
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

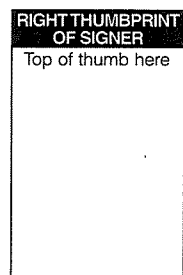
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

ord. 1365

State of Nevada

County of Washoe

This instrument was acknowledged before me on MARCH 18, 2008, by Jesse Haw as PRESIDENT of HAWCO.

Terry L. Tallan  
Notary Public



My commission expires: 11.04.2010

State of Nevada

County of Washoe

This instrument was acknowledged before me on April 23, 2008, by ROBERT A. LARKIN as CHAIRMAN of WASHOE COUNTY.

Rita Lencioni  
Notary Public



State of Nevada

County of Washoe

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by  
\_\_\_\_\_ as \_\_\_\_\_ of Lennar Reno, LLC.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**  
**Eagle Canyon IV**  
**Remainder**

Parcels of land situate within Sections 23 and 26, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada; more particularly described as follows:

Parcel C of the 3rd Parcel Map for Spanish Springs Associates Limited Partnership, recorded on December 14, 2005 as Parcel Map 4492, Document No. 3323108, Official Records of Washoe County, Nevada;

Parcel B-1 of Eagle Canyon IV - Unit 2, recorded on May 11, 2006 as Subdivision Tract Map 4647, Document No. 3386313, Official Records of Washoe County, Nevada;

Portions of Parcels 1 and 2 of the 10th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on June 8, 2006 as Parcel Map 4569, Document No. 3398260, Official Records of Washoe County, Nevada, as follows:

Commencing at the northwest corner of said Parcel 1;

thence along the north line of said Parcel 1 the following three (3) courses and distances:

S 84°29'07" E, 194.59 feet;

on the arc of a 474.00 foot radius curve to the right through a central angle of 02°46'33" a distance of 22.96 feet;

S 81°42'34" E, 417.58 feet to the Point of Beginning;

thence continuing along said north line and the east line of Parcel 1 and Parcel 2 the following nine (9) courses and distances:

S 81°42'34" E, 42.39 feet;

on the arc of a 776.00 foot radius curve to the left through a central angle of 10°52'56" a distance of 147.39 feet;

N 87°24'30" E, 369.83 feet;

on the arc of a 25.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 39.27 feet;

S 02°35'30" E, 398.69 feet;

on the arc of a 681.00 foot radius curve to the left through a central angle of 28°48'35" a distance of 342.42 feet;

S 31°24'05" E, 105.00 feet;

on the arc of a 629.00 foot radius curve to the right through a central angle of 31°57'42" a distance of 350.88 feet;

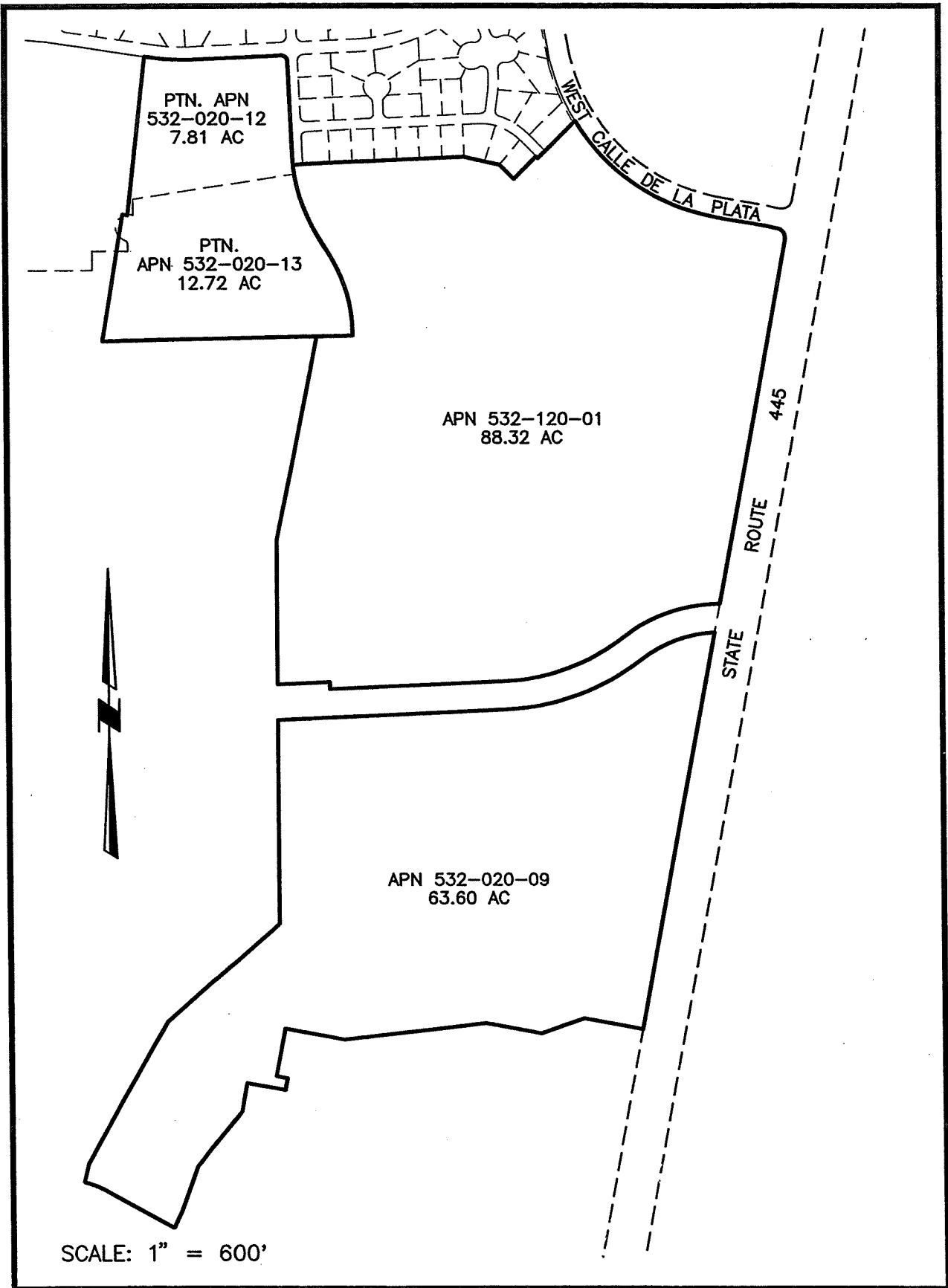
S 88°46'56" W, 149.91 feet;

thence continuing S 88°46'56" W, 881.22 feet

thence N 09°28'08" E, 536.51 feet;

thence S 82°03'43" E, 22.08 feet;

thence N 06°14'27" E, 666.07 feet to the point of beginning.



SCALE: 1" = 600'

EXHIBIT "A" MAP

Ord. 1365

APN# \_\_\_\_\_

**Recording Requested by:**

Name: Washoe County Clerk  
Address: 75 Court St.  
City/State/Zip:  Reno

**When Recorded Mail to:**

Name: Washoe County Clerks Office  
Address: 75 Court St.  
City/State/Zip:  Reno

**Mail Tax Statement to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**DOC # 3922548**

09/15/2010 11:51:22 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 14



( for Recorder's use only )

Ordinance No. 1365  
( Title of Document )

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

Jaime Dellera  
Signature

Deputy Clerk  
Title

JAIME DELLEKA  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

ord. 1365

Clerk

SUMMARY: An ordinance approving Development Agreement Case No. DA08-004 which will extend the approval of Tentative Subdivision Map Case No. TM03-006 for Eagle Canyon IV, as previously approved by the Planning Commission.

BILL NO. 1539

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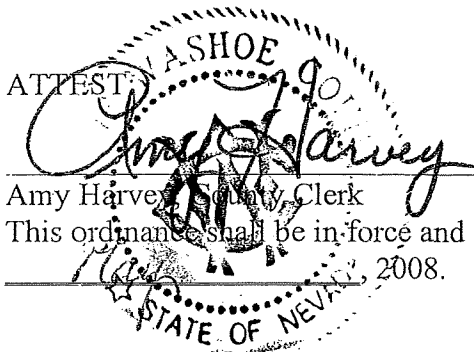
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Proposed by Commissioner Humke  
Passed on the 22nd day of April, 2008.

Vote:  
Ayes: Larkin, Weber, Humke, Galloway, Jung  
Nays: none  
Absent: none

Robert M. Larkin  
Robert M. Larkin, Chairman  
Washoe County Commission

ATTEST  
Amy Harvey  
Amy Harvey, County Clerk

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3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

3.5 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.6 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.7 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.8 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.9 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

3.10 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

3.11 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.12. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

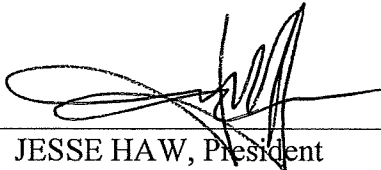
[Signature page to Development Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

**LANDOWNER:**

**SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP, a Nevada  
limited partnership**


By: Hawco Development Company,  
a Nevada corporation, General Partner

By:   
\_\_\_\_\_  
JESSE HAW, President

Date: 3-18-08

**COUNTY:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, by its  
BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By:   
\_\_\_\_\_  
ROBERT LARKIN, Chairman

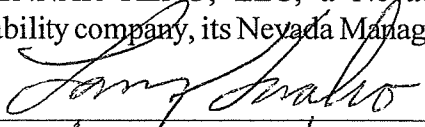
Date: 4/23/08

**MS RIALTO EAGLE CANYON NORTH  
NV, LLC, a Delaware limited liability  
company**

By: MS RIALTO RESIDENTIAL  
HOLDINGS, LLC, a Delaware limited  
liability company, its member


By: MSR HOLDING COMPANY, LLC, a  
Delaware limited liability company, its  
member

By: LENNAR RENO, LLC, a Nevada  
limited liability company, its Nevada Manager

By:   
\_\_\_\_\_  
Name: Larry Guakio

Title: VP

**ATTEST:**

  
\_\_\_\_\_  
AMY HARVEY County Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of PLACER

On 3-17-08  
Date

before me,

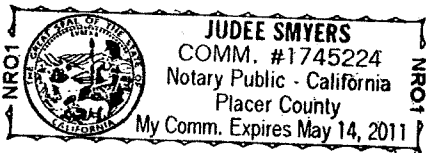
JUDEE SMYERS, NOTARY  
Here Insert Name and Title of the Officer

personally appeared LARRY GUARCO

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Judee Smyers  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

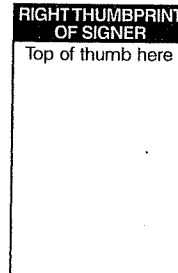
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

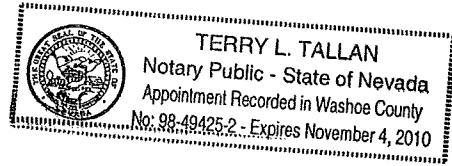
ord. 1365

State of Nevada

County of Washoe

This instrument was acknowledged before me on MARCH 18, 2008, by Jeese HAW as PRESIDENT of HAWCO.

Terry L. Tallan  
Notary Public



My commission expires: 11.04.2010

State of Nevada

County of Washoe

This instrument was acknowledged before me on April 23, 2008, by ROBERT A. LARKIN as CHAIRMAN of WASHOE COUNTY.

Rita Lencioni  
Notary Public



State of Nevada

County of Washoe

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by  
\_\_\_\_\_ as \_\_\_\_\_ of Lennar Reno, LLC.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**  
Eagle Canyon IV  
Remainder

Parcels of land situate within Sections 23 and 26, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada; more particularly described as follows:

Parcel C of the 3rd Parcel Map for Spanish Springs Associates Limited Partnership, recorded on December 14, 2005 as Parcel Map 4492, Document No. 3323108, Official Records of Washoe County, Nevada;

Parcel B-1 of Eagle Canyon IV - Unit 2, recorded on May 11, 2006 as Subdivision Tract Map 4647, Document No. 3386313, Official Records of Washoe County, Nevada;

Portions of Parcels 1 and 2 of the 10th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on June 8, 2006 as Parcel Map 4569, Document No. 3398260, Official Records of Washoe County, Nevada, as follows:

Commencing at the northwest corner of said Parcel 1;

thence along the north line of said Parcel 1 the following three (3) courses and distances:

S 84°29'07" E, 194.59 feet;

on the arc of a 474.00 foot radius curve to the right through a central angle of 02°46'33" a distance of 22.96 feet;

S 81°42'34" E, 417.58 feet to the Point of Beginning;

thence continuing along said north line and the east line of Parcel 1 and Parcel 2 the following nine (9) courses and distances:

S 81°42'34" E, 42.39 feet;

on the arc of a 776.00 foot radius curve to the left through a central angle of 10°52'56" a distance of 147.39 feet;

N 87°24'30" E, 369.83 feet;

on the arc of a 25.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 39.27 feet;

S 02°35'30" E, 398.69 feet;

on the arc of a 681.00 foot radius curve to the left through a central angle of 28°48'35" a distance of 342.42 feet;

S 31°24'05" E, 105.00 feet;

on the arc of a 629.00 foot radius curve to the right through a central angle of 31°57'42" a distance of 350.88 feet;

S 88°46'56" W, 149.91 feet;

thence continuing S 88°46'56" W, 881.22 feet

thence N 09°28'08" E, 536.51 feet;

thence S 82°03'43" E, 22.08 feet;

thence N 06°14'27" E, 666.07 feet to the point of beginning.

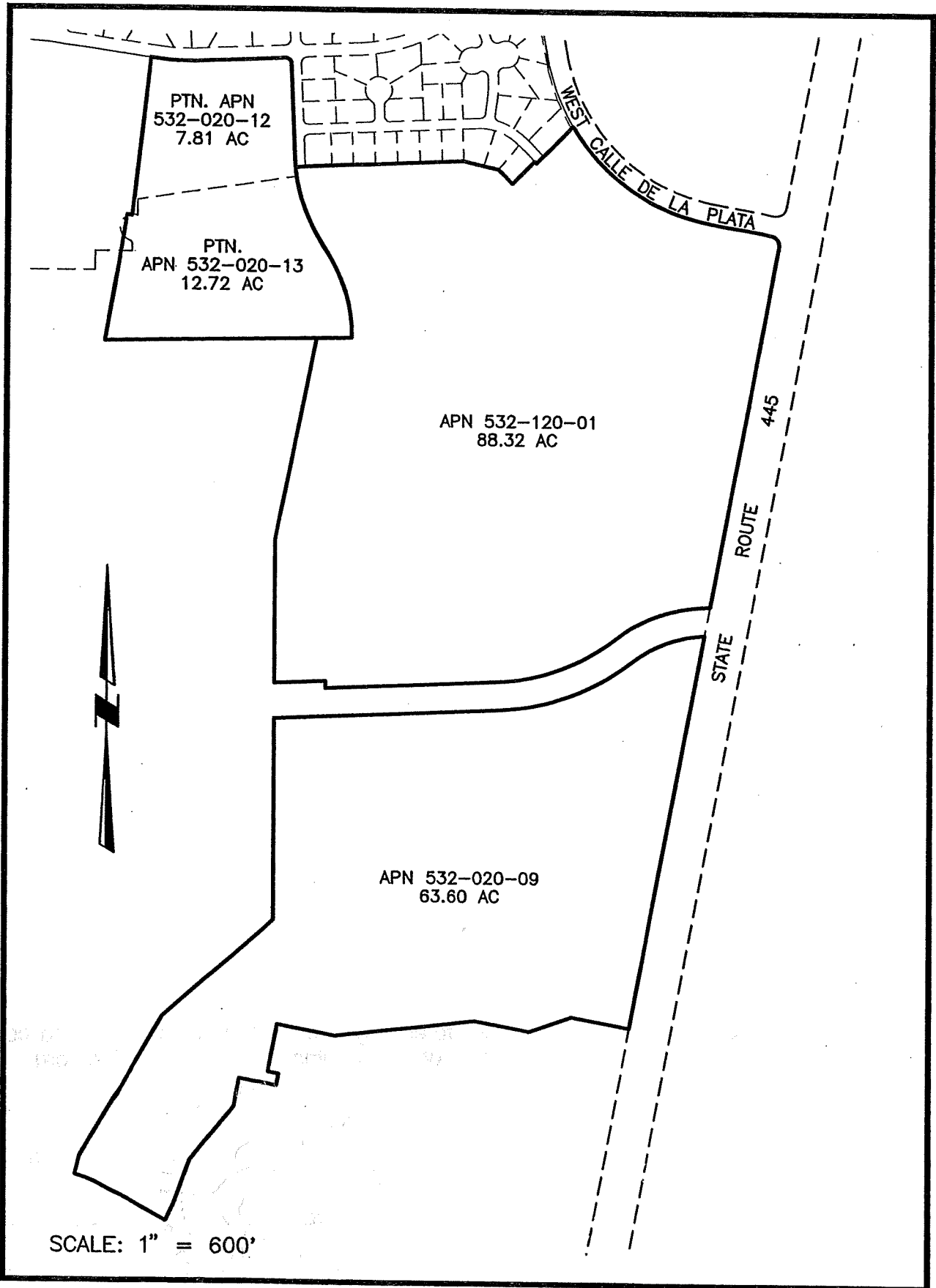


EXHIBIT "A" MAP

Ord. 1365

CERTIFIED COPY

The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: September 13, 2010

AMY HARVEY, County Clerk in and for the County of Washoe, State of Nevada.

By [Signature]  
Deputy Clerk

Pursuant to NRS 239B.030, the SSN may be redacted, but in no way affects the legality of the document.



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Jaime Deller  
Signature

9-15-10  
Date

JAIME Deller  
Printed Name

# 4486242

07/01/2015 04:42:44 PM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 6

**CONFORMED COPY**

( for Recorder's use only )

APN# \_\_\_\_\_

**Recording Requested by:**

Name: Washoe County Clerk  
Address: 1001 E Ninth Street  
City/State/Zip: RENO, NV 89520

**When Recorded Mail to:**

Name: Washoe County Community Services  
Address: 1001 E Ninth Street  
City/State/Zip: RENO, NV 89520

**Mail Tax Statement to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

*Notice of Action*  
*Cancel Development Agreements*  
**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State,specific law)

Jaime Dellera, Deputy Clerk  
Signature Title

JAIME DELLERA  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

**NOTICE OF ACTION TO CANCEL DEVELOPMENT AGREEMENTS  
AND RELEASE OBLIGATIONS OF ASSOCIATED ORDINANCES**

Spanish Springs Associates Limited Partnership (“SSALP”) and the County of Washoe (“County”) executed the development agreements (collectively, “Development Agreements”) listed below. MS Rialto Eagle Canyon North NV, LLC also was a party to the two development agreements for Eagle Canyon IV listed below. The Development Agreements were executed pursuant to NRS 278.0201 and Article 814 of the Washoe County Development Code and recorded in the office of the Recorder of Washoe County, Nevada as follows:

1. Eagle Canyon IV Subdivision.
  - a. that certain Agreement recorded on May 7, 2008 as Document No. 3647674; and
  - b. that certain Amended And Restated Agreement recorded on February 25, 2010 as Document No. 3852809.
  
2. Eagle Canyon V Subdivision.
  - a. that certain Agreement recorded on August 16, 2007 as Document No. 3566291; and
  - b. that certain Amended And Restated Agreement recorded on February 25, 2010 as Document No. 3852806.
  
3. Eagle Canyon VI Subdivision.
  - a. that certain Agreement recorded on February 24, 2009 as Document No. 3732550; and
  - b. that certain Amended And Restated Agreement recorded on February 25, 2010 as Document No. 3852808.

The following ordinances (collectively, “Ordinances”) were enacted by County in order to adopt the respective Development Agreements and recorded in the office of the Recorder of Washoe County, Nevada pursuant to NRS 278.0203 and 278.0207 and Article 814 of the Washoe County Development Code:

1. Eagle Canyon IV Subdivision.
  - a. that certain Ordinance 1427 recorded on September 15, 2010 as Document No. 3922546; and
  - b. that certain Ordinance 1365 recorded September 15, 2010 as Document No. 3922548.
  
2. Eagle Canyon V Subdivision.
  - a. that certain Ordinance 1430 recorded on September 15, 2010 as Document No. 3922543.



3. Eagle Canyon VI Subdivision.

- a. that certain Ordinance 1429 recorded on September 15, 2010 as Document No. 3922544; and
- b. that certain Ordinance 1391 recorded on September 22, 2010 as Document No. 3924766.

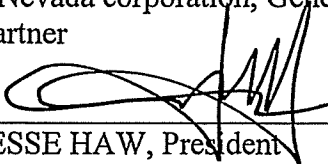
County and SSALP agree by mutual consent to cancel all Development Agreements pursuant to NRS 278.0205 and Section 110.814.40 of the Washoe County Development Code, and in addition to release all lien, charge and encumbrance of the Ordinances enacted in connection with those agreements against the real property described therein. The County hereby determines that cancellation of the Development Agreements is in the best interests of the County. MS Rialto Eagle Canyon North NV, LLC also agrees to the cancellation of the Development Agreements concerning the Eagle Canyon IV Subdivision to which it was a party, as well as to the release of all lien, charge and encumbrance of the Ordinances enacted in connection with those agreements against the real property described therein. The Chairperson of the Board of County Commissioners of County, the President of the General Partner, Hawco Development Company, of SSALP and the Nevada Manager for MS Rialto Eagle Canyon North NV, LLC, Lennar Reno, LLC, are hereby authorized to execute and record any notices or associated documents necessary to effectuate the purposes hereof.

[SIGNATURES ON NEXT PAGE]

**LANDOWNER:**

**SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP, a Nevada  
limited partnership**


By: Hawco Development Company,  
a Nevada corporation, General  
Partner

By:   
\_\_\_\_\_  
JESSE HAW, President

Date: 6.12.15

**COUNTY:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, by its  
BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By:   
\_\_\_\_\_  
MARSHA BERKBIGLER, Chairperson

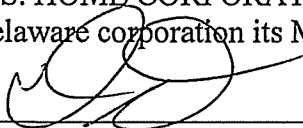
Date: 6-30-15

**MS RIALTO EAGLE CANYON  
NORTH NV, LLC, a Delaware limited  
liability company**

By: MS RIALTO RESIDENTIAL  
HOLDINGS, LLC, a Delaware limited  
liability company, its member


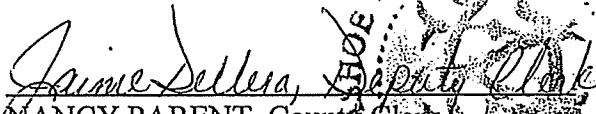
By: MSR HOLDING COMPANY, LLC, a  
Delaware limited liability company, its  
member

By: U.S. HOME CORPORATION, a  
Delaware corporation its Manager

By:   
\_\_\_\_\_  
DUSTIN BARKER, Vice President

Date: 6/23/15

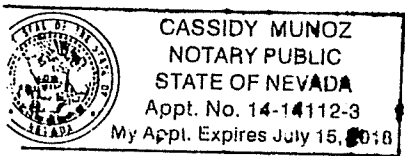
**ATTEST:**

   
\_\_\_\_\_  
NANCY PARENT, County Clerk



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

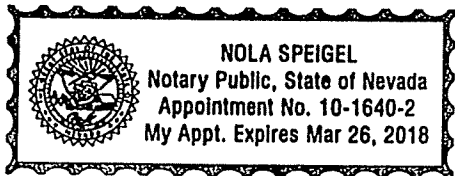
This instrument was acknowledged before me on June 12<sup>th</sup>, 2015 by JESSE HAW as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership.



NOTARY: Cassidy Munoz

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on July 1, 2015 by DUSTIN BARKER as Vice President U.S. HOME CORPORATION, a Delaware corporation, as Manager of MSR HOLDING CORPORATION, a Delaware limited liability company, as Member of MS RIALTO RESIDENTIAL HOLDINGS, LLC, a Delaware limited liability company, as Member of MS RIALTO EAGLE CANYON NORTH NV, LLC, a Delaware limited liability company.



NOTARY: Nola Speigel



## WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER  
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Jaime Sellers, Deputy Clerk  
Signature

6-30-15  
Date

JAIME SELLERS  
Printed Name